



Mitchell E. Daniels, Jr., Governor
State of Indiana

Indiana Family and Social Services Administration
402 W. WASHINGTON STREET, P.O. BOX 7083
INDIANAPOLIS, IN 46207-7083

E. Mitchell Roob Jr., Secretary

TO: State SACC (0202) Grantees

FROM: Michelle A. Thomas

DATE: May 24, 2007

RE: Application (RFF) for FY 2008 School-Age Child Care Project Fund

The Indiana Family and Social Services Administration (FSSA), Division of Family Resources, Bureau of Child Care (BCC) announces the availability for funds for school-age care through the state funded School-Age Child Care Project Fund for FY 2008 grantees.

The purpose of the School-Age Child Care Project Fund (0202) is to implement a school age child care program which offers care to children between the ages of 5 to 15:

- before and/or after school care
- during periods when school is not in session excluding summer break
- care for children that attend kindergarten - either full or half day kindergarten
- care for children that are enrolled in summer school

The FY '08 contract will be effective from September 1, 2007 to June 30, 2008.

The application must be **postmarked on or before June 15, 2007**. If you have any questions, please contact your Bureau of Child Care CCDF Policy Consultant. See Attachment B for consultant map.

MAT/lsk/rs

STATE SCHOOL-AGE CHILD CARE PROJECT FUND FY 2008

ELIGIBILITY CRITERIA FOR GRANTEES:

The Bureau of Child Development will purchase school-age care from public school corporations as authorized by IC 12-17-12, or not-for-profit organizations. A not-for-profit corporation must be exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code and must have provided services to children continuously during the year preceding the date of application for contract. The school-age care program must be in compliance with applicable state and local licensing laws and regulations. If the school-age care service is not provided in a licensed facility or a school setting, then the facility used must meet standards for both sanitation and fire safety as adopted by the Department of Health and State Fire Marshal respectively. All grantees must comply with the current Division of Family Resources Rule (470 IAC 3-4.6). (See Attachment C, Rule.) A copy of the Fire Marshal approval will be required.

FUNDS AVAILABLE:

The Indiana School-Age Child Care Project Fund has approximately **\$300,000.00**, additional funding, available for contracts for FY 2008. Allocations will be determined based on the number of children served up to a maximum of \$40,000 per contract as stated in the law and a minimum of \$10,000. The written contract value cannot exceed 90% of the school/agency total program costs. *A minimum match of 15% must be provided by the grantee (school/agency).*

FUNDING PERIOD:

Contracts will be effective from September 1, 2007 through June 30, 2008 for the 2007-2008 school years.

UTILIZATION:

Grantees have the responsibility to fully utilize their allocation, but must be careful not to exceed contract funds. Failure to fully utilize your full FY 2008 allocation may result in a reduction of funding for FY 2009 allocation.

Requirements for FY 2008 SACC Contracts:

- Must be a public school corporation or a qualifying not for profit organization (see eligibility criteria)
- Must maintain compliance with State Fire Marshal and
- Must maintain compliance with State Licensing Regulation and/or CCDF Provider Eligibility Standards.
- Must be in good standing with the Secretary of the State and the Indiana Department of Revenue.
- Must be able to demonstrate at least 50% families served are at or below 190% of poverty.
- Must demonstrate 12 hours of in service of which 50% is from and outside source for all staff. This training must be developmentally appropriate for children 5-15 years of age and by a qualified trainer. See *licensing requirements*. This may not include CPR or First Aid training
- Program Director must be 21 years of age and 2 years experience or a 2 year associate degree.
- All staff shall be 18 years of age or older
- Facility must maintain child staff ratio of 1:15 if children of 5 years or older and 1:20 six years and older.
- All programs must provide adequate meals and snacks that meet the dietary needs of each child.
- Must provide 20 square feet of useable indoor play space for each enrolled child.
- Must provide a physical environment that is safe and appropriate to meet the various age levels of the children to be served
- Must provider program activities that are developmentally appropriate for children served.
- School Age services must be non-sectarian and religious activities must not be provided

USE OF FUNDS

- **Program Enrichment**

This may include tutoring services, computer training, sports programming, performance arts, math, science programming. The reimbursable expenses may include instructor fees (other than current staff) and consumable products used for program delivery

- **Equipment**

Funds may be used to purchase developmentally appropriate equipment for children between the ages of 5-15. A single equipment purchase should not exceed \$499.

Grantees must keep an inventory and depreciation plan on all equipment purchased with Federal or State Dollars

- **Staffing**

Funds may be used to pay for salaries not to exceed 50%

- **Staff Development**

Funds may be used to provide the required 12 hours of which 50% have to be from an outside source.

SERVICE DELIVERY REQUIREMENTS:

This list is not inclusive – so please refer to the Rule. (See Attachment C)

A. School-age care services must be non-sectarian in nature and religious activities may not be included in services provided.

B. Grantees must adopt the Division of Family Resources Sliding Fee Schedule (See Attachment D) in determining financial eligibility and fees for families serviced by this fund.

C. These dollars will not pay for:

1. Direct service delivery

2. The hours a child attends elementary or secondary school;

3. Weekends and summer vacation;

4. School-age care between the hours of 7:00 p.m. and 6:00 a.m., Monday through Friday; and

5. Transportation.

6. May not be used for drug testing, criminal history checks, first aid training, CPR training or TB tests

Criteria for scoring

- Priority will be given to school-based programs
- Priority will be given to programs who serve children in the following order:
 1. Children who are referred to a program by the local child protection division of the local office of the Division of Family Resources.
 2. Children in kindergarten and grades 1 through 3
 3. Children in grades 4 through 9
- Percentage of families served at or below 190% of poverty
- A cash match is preferred but the match can be of equal parts cash and in-kind match.

- Program activities which offer a variety of developmentally appropriate activities for children ages 5 through 15 as documented in the program narrative
- Programs which offer families a sliding fee scale or charge fees below county market rate.

PERFORMANCE MEASURES

- A.** A facility that provides school age services and is required to be licensed must maintain a regular license throughout the contract period. Failure to do so will result in the one of the following:
 - 1.** Upon receipt of second suspension or probationary license during contract period, termination of contract will result with 30 days notice.
 - 2.** Revocation of license during the contract period will result in immediate termination of contract.
- B.** A facility that provides school age services and is not required to be licensed must maintain documentation of compliance with CCDF Provider Eligibility Standards and State Fire Marshal. Failure to do so will result in termination of contract with 30 days notice.
- C.** A facility must demonstrate 100% compliance with program use of funds and documentation of funds claimed. Failure to demonstrate compliance will result in the repayment of funds determined ineligible.

ANTICIPATED OUTCOMES:

This program will provide state funds to school corporations or not-for-profit organizations that operate school-age care programs in Indiana. The funds will assist school-age programs to provide families with quality low-cost school-age care. Other outcomes will include:

- Providing program activities that are appropriate to the various levels of the children to be served and that meet the developmental needs of each child.
- Providing an adequate number of qualified staff specifically trained in the care of school-age children.
- Providing developmentally appropriate equipment for school-age children.

MAILING INSTRUCTIONS FOR
STATE SCHOOL-AGE CHILD CARE PROJECT FUND
APPLICATION
FY'08

The following forms and information will be required for submission of a completed application. **All items should be assembled and arranged in the following order. Applicants must submit an original and one copy of the application and necessary attachments.** It is suggested that you make a copy of the completed application for your records.

CONTENTS OF APPLICATION:

- ☐ FSSA PROVIDER DATA FORM.
- ☐ W-9.
- ☐ AUTOMATED DIRECT DEPOSIT AUTHORIZATION (optional).
- ☐ COPY OF CURRENT FEE SCHEDULE
- ☐ CERTIFICATION STATEMENT/ASSURANCES AND SIGNATURE PAGE.
- ☐ COPY OF LICENSE (IF APPLICABLE) FOR ALL SITES WHERE DOLLARS WILL BE USED.
- ☐ COPY OF CCDF PROVIDER ELIGIBILITY INSPECTION FORM OR COMMUNITY STATEMENT INDICATING WILLINGNESS TO COMPLY
- ☐ A LIST OF LOCATIONS WHERE CARE IS PROVIDED, AND HOURS OF OPERATION TO INCLUDE HOLIDAYS, AND WRAP-AROUND SERVICES FOR KINDERGARTEN.
- ☐ LIST OF EMPLOYEES INCLUDING JOB TITLE, AGE AND QUALIFICATIONS
- ☐ WRITTEN NARRATIVE OF THE PROGRAM AND INFORMATION/PROOF OF THE REQUIRED MATCH (see attachment)
- ☐ COPY OF THE FIRE MARSHAL'S APPROVAL OF THE SITE/LOCATION
- ☐ COPY OF THE 501C3, IF NOT-FOR-PROFIT ORGANIZATION
- ☐ DOCUMENTATION VERIFYING FACILITY IS THE DESIGNATED LATCH-KEY PROGRAM FOR A PUBLIC SCHOOL
- ☐ CONFIDENTIALITY STATEMENT
- ☐ STAFF, STAFF DEVELOPMENT, EQUIPMENT AND PROGRAM ENRICHMENT BUDGET SHEETS

Please submit application to:
Division of Family Resources
Bureau of Child Care
402 West Washington St., Rm. W-386, MS-02
Indianapolis, IN 46204
ATTN: School-Age Child Care Project Fund

**CERTIFICATION STATEMENT/ASSURANCES
AND SIGNATURE PAGE
STATE SCHOOL-AGE CHILD CARE PROJECT FUND
FY'08**

As a condition of participation for funding through the Bureau of Child Care, each grantee must make the following assurances. These assurances shall remain in effect throughout the funding period.

1. We assure that client eligibility determination will be performed in accordance with state eligibility criteria and operating procedures.
2. We assure that only those fees authorized by the State will be imposed on the recipients of this service.
3. We assure that we will comply with all applicable licensing standards, if required by state law, which include staffing requirements and educational requirements.
4. We assure that will comply with all CCDF Provider Eligibility Standards.
5. We assure that we will comply with all contract performance measures.
6. We assure services provided will be non-sectarian in nature.
7. We assure that we will comply with any inspection or audit of records and any corrective actions specified by the State.
8. We assure that we will maintain confidentiality with regard to information received in administering the terms of the contract.
9. We assure that we will not discriminate against any employee or applicant for employment or recipient of services in compliance with the requirements of the Civil Rights Act of 1964 and Indiana Code § 22-9-1-10 with regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.
10. We assure that books, records and documents will be maintained as directed by the State. Access to records and property will be provided to the State in connection with the contract agreement. We understand that generally accepted accounting procedures and practices will be followed.
11. We certify that neither this agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency.
12. We assure that this agency will make a good faith effort to provide and maintain a drug-free and smoke free workplace.

13. We certify that funding provided by State shall not be used to further any type of political or voter activity.
14. We assure that our program adheres to all of the Service Delivery Requirements included in 470 IAC 3-4.6-1.
15. We assure that funds provided under this application will be used to supplement and increase the level of State and local funds expended, and in no case to supplant those State and local funds. We agree to provide a 10% local match.

In order to be considered for a contract, the following certification statements must be SIGNED BY THE INDIVIDUAL AFFILIATED WITH YOUR AGENCY WHO IS AUTHORIZED (IN YOUR BY-LAWS) TO SIGN YOUR CONTRACT. This certification must be submitted with all application materials on or before the deadline date established in the application.

I hereby certify that all program information submitted in the application is true and correct and accurately reflects this agency's program(s). I understand and will comply with the programmatic contractual requirements placed upon this agency if we are awarded a contract.

I hereby certify that all rate information submitted in this application for this agency is true and correct and accurately reflects this agency's actual charges to the public for services.

I certify that to the best of my knowledge no representative, agent, member, or officer of the contracting party has entered into or offered to enter into any combination, collusion, or agreement to receive pay, and that he has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears on the face of this agreement.

Authorized Signature and Title

Agency's Legal Name

Title

Date

STAFF BUDGET SHEET

Total number of staff employed in school age program:

Qualifications of school age staff:

Total staffing costs for school age staff:

Amount requested (may not exceed 50%):

Match amount:

In-kind match;

Cash Match:

STAFF DEVELOPMENT BUDGET SHEET

Description of the training:

Include an itemized budget including salaries, travel, materials, etc.

Amount requested:

Match amount:

In-kind match;

Cash Match:

EQUIPMENT BUDGET SHEET

Describe each piece of equipment:

Describe the ages of children that will use the equipment:

Describe how equipment will meet the development needs of school age children:

Amount requested for each piece of equipment (not to exceed \$499.00):

Match amount:

In-kind match;

Cash Match:

PROGRAM ENRICHMENT BUDGET SHEET

Describe the program enrichment activity:

Describe the qualifications of the staff for this activity:

Indicate whether this is an existing or new program offered to school age children:

Include an itemized budget:

Amount requested:

Match amount:

In-kind match;

Cash Match:

NARRATIVE

Please describe fully the activities that your program offers:

Please describe how this program meets the needs of school age children:

Please indicate the ages of children that your program serves:

Please indicate the length of time your program has been providing school age care:

Please indicate the total capacity of your program:

Please indicate the number of school age children in your program:

Indiana Rule 4.6. School Age Child Care Program (7-1-92)

NOTE: Transferred from the Interdepartmental Board for the Coordination of Human Service Programs (490 IAC 3) to the Division of Family and Children (470 IAC 3-4.6) by P.L.9-1991, SECTION 133, effective July 1, 1992.

470 IAC 3-4.6-1 Purpose

Authority: IC 12-13-5-3; IC 12-17-12-17; IC 12-17-13-9

Affected: IC 12-17-12; IC 20-5-2-2; IC 20-5-6-7

Sec. 1. The purpose of 490 IAC 3 [this article] is to implement the school age child care program, authorized by IC 20-5-61 [IC 20-5-61 was repealed by P.L.9-1991, SECTION 98, effective July 1, 1992.], which offers care to children between five (5) and fifteen (15) years of age for the period of time before or after the school day, or both, during periods when school is not in session, and during periods when school is in session for students who are enrolled in a half-day kindergarten program.

(Division of Family and Children; 470 IAC 3-4.6-1; filed Aug 15, 1988, 1:00 p.m.: 12 IR 20; readopted filed Jul 12, 2001, 1:40 p.m.: 24 IR 4235)

NOTE: Transferred from the Interdepartmental Board for the Coordination of Human Service Programs (490 IAC 3-1-1) to the Division of Family and Children (470 IAC 3-4.6-1) by P.L.9-1991, SECTION 133, effective July 1, 1992.

470 IAC 3-4.6-2 Definitions

Authority: IC 12-13-5-3; IC 12-17-12-17

Affected: IC 12-17-12

Sec. 2. "Board" means the interdepartmental board for the coordination of human service programs.

"Child's legal custodian" means the child's parent or custodian as determined by a court of law.

"Physical or mental incapacity" of the child's legal custodian is based on the receipt of Social Security disability or supplemental security income as the result of a disability, or the status of being an active vocational rehabilitation client, for the purposes of IC 20-5-61-10(a)(2)(C) [IC 20-5-61 was repealed by P.L.9-1991, SECTION 98, effective July 1, 1992.].

"Vocational training" means certified or accredited programs when determining whether a family falls within the priorities as set forth at IC 20-5-61-10(a)(2)(A) [IC 20-5-61 was repealed by P.L.9-1991, SECTION 98, effective July 1, 1992.].

(Division of Family and Children; 470 IAC 3-4.6-2; filed Aug 15, 1988, 1:00 p.m.: 12 IR 20; readopted filed Jul 12, 2001, 1:40 p.m.: 24 IR 4235) NOTE: Transferred from the Interdepartmental Board for the Coordination of Human Service Programs (490 IAC 3-1-2) to the Division of Family and Children (470 IAC 3-4.6-2) by P.L.9-1991, SECTION 133, effective July 1, 1992.

470 IAC 3-4.6-3 Exclusions

Authority: IC 12-13-5-3; IC 12-17-12-17

Affected: IC 12-17-12

Sec. 3. The school age child care program does not include the following:

(1) The provision of kindergarten certified by the department of education.

(2) The provision of elementary or secondary education.

(3) The periods during weekends and summer vacation from school.

(4) Child care between the hours of 7 p.m. and 6 a.m., Monday through Friday.

(Division of Family and Children; 470 IAC 3-4.6-3; filed Aug 15, 1988, 1:00 p.m.: 12 IR 21; readopted filed Jul 12, 2001, 1:40 p.m.: 24 IR 4235) NOTE: Transferred from the Interdepartmental Board for the Coordination of Human Service Programs (490 IAC 3-1-3) to the Division of Family and Children (470 IAC 3-4.6-3) by P.L.9-1991, SECTION 133, effective July 1, 1992.

470 IAC 3-4.6-4 Service provisions

Authority: IC 12-13-5-3; IC 12-17-12-17

Affected: IC 12-17-12-12; IC 20-5-2-1.5; IC 20-5-2-2; IC 20-5-6-7; IC 20-8.1-1-1

Sec. 4.

(a) In order to provide services under IC 12-17-12, an entity must be:

(1) a public school corporation as defined in IC 20-8.1-1-1; or

(2) a not-for-profit organization which:

(A) is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code; and

(B) has provided extracurricular activities or services to children during the year preceding the date of application for a grant under IC 12-17-12.

(b) Preference will be given to those providers who operate school-based programs.

(c) Service providers must adopt the following sliding fee schedule:

Percent of Poverty Level	Fee to be Paid, Per Family, Per Unit of Service
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0 - 100%	No fee
101 - 109%	\$ 1
110 - 118%	\$ 2
119 - 127%	\$ 3
128 - 136%	\$ 4
137 - 145%	\$ 5
146 - 154%	\$ 6
155 - 163%	\$ 7
164 - 172%	\$ 8
173 - 181%	\$ 9
182 - 190%	\$10

(d) Children of parents whose incomes exceed one hundred ninety percent (190%) of poverty may also be served in the program. The fee charged for those children may be set by the provider.

(e) Service providers must serve clients on a priority of need basis under IC 12-17-12-12.

(f) Service providers may make school age child care available from 6:00 a.m. until 7:00 p.m., Monday through Friday, when school is in session, on school holidays, and school vacation days during the regular school year.

(g) Under this program, service providers will be reimbursed a specified rate per unit, each unit being defined as the provision of four (4) hours or more of school age child care for one (1) child. One-half (1/2) a unit is defined as up to four (4) hours of school age child care for one (1) child.

(Division of Family and Children; 470 IAC 3-4.6-4; filed Aug 15, 1988, 1:00 p.m.: 12 IR 21; filed Dec 1, 1992, 5:00 p.m.: 16 IR 1087; readopted filed Jul 12, 2001, 1:40 p.m.: 24 IR 4235) NOTE: Transferred from the Interdepartmental Board for the Coordination of Human Service Programs (490 IAC 3-1-4) to the Division of Family and Children (470 IAC 3-4.6-4) by P.L.9-1991, SECTION 133, effective July 1, 1992.

470 IAC 3-4.6-5 Transportation

Authority: IC 12-13-5-3; IC 12-17-12-17

Affected: IC 12-17-12

Sec. 5. Children enrolled in the school age child care program may be transported as a part of the program only:

(1) from the child's school to the care site; or

(2) from the care site to the child's school.

(Division of Family and Children; 470 IAC 3-4.6-5; filed Aug 15, 1988, 1:00 p.m.: 12 IR 21; readopted filed Jul 12, 2001, 1:40 p.m.: 24 IR 4235) NOTE: Transferred from the Interdepartmental Board for the Coordination of Human Service Programs (490 IAC 3-1-5) to the Division of Family and Children (470 IAC 3-4.6-5) by P.L.9-1991, SECTION 133, effective July 1, 1992.

470 IAC 3-4.6-6 Standards

Authority: IC 12-13-5-3; IC 12-17-12-17

Affected: IC 20-5-2-2; IC 20-5-6-7

Sec. 6.

(a) Providers of school age child care shall meet the standards in this section.

(b) Staffing of the school age child care program shall be as follows:

(1) Health requirements for all staff shall be as follows:

(A) No person shall be permitted to perform any services in the program until the person has furnished the program with a statement from a physician that the person is free of tuberculosis in an infectious state. Each such person is required to have a health examination within three (3) months prior to entering the service of the program. The examination shall include a chest x-ray or Mantoux tuberculin test and may include laboratory tests and immunizations as deemed necessary by the attending physician. If the tuberculin test is positive, the chest x-ray is mandatory.

(B) Annual Mantoux tuberculin testing is mandatory for all persons having direct contact with children.

(C) Volunteers, substitutes, student aides, and any other personnel having direct contact with the children or providing food service are also subject to this subdivision. Records shall be kept for all of these persons.

(2) The director, who shall be at least twenty-one (21) years of age, with at least two (2) years of experience working with children in a children's program, or a two (2) year associate's degree in a child care related field, shall be responsible for the operation of the program at all times.

(3) During any necessary absence of the director, a responsible person shall be designated to be in charge, who shall have sufficient knowledge of emergency procedures and day to day operating procedures as is necessary to carry on the normal operation of the facility.

(4) No program shall operate at any time without a responsible person eighteen (18) years of age or older present on the premises of the program.

(5) Persons having direct contact with children shall be equipped by education, training, skill, or experience to provide for the child's proper training and development as follows:

(A) Each staff member providing direct care to children shall have twelve (12) hours per year of in-service training. Fifty percent (50%) of these hours must be training received from a source other than the facility staff.

(B) All employees providing direct care to children shall have training in basic first aid within three (3) months of employment and at least every three (3) years thereafter.

(C) At all times when children are being cared for, the program must have on duty, or on the premises, at least one (1) staff member who is annually certified in a program on cardiopulmonary resuscitation and airway obstruction.

(6) The program shall provide substitute staff to replace employees on sick leave, vacation, or absent for other reasons. A responsible adult eighteen (18) years of age or older shall always be readily available to substitute for a regularly assigned staff member in charge of a unit of children.

(7) Volunteers, excluding parents, shall meet all the requirements and qualifications of the position to which they are assigned when they are counted in the child-staff ratios.

(8) Alcoholic beverages, weapons, and tobacco products shall not be permitted or used at the facility during the hours of operation in areas used for school age child care.

(c) Minimum staff to child ratios shall be as follows:

(1) The maximum number of children to be supervised by one (1) staff person is fifteen (15) if there are children who are five (5) years of age in the group, and twenty (20) for groups containing only children who are six (6) years of age or older.

(2) All persons who are responsible for and directly engaged in supervising and implementing activities for children shall be counted in determining the child-staff ratios.

(d) Emergency health care shall be as follows:

(1) The service providers shall establish a written plan for the emergency admission of a child who becomes ill or injured and needs emergency care.

(2) An easily accessible telephone and the telephone numbers of the program's consulting physician, parents of the children enrolled in the program, and of the closest emergency facility shall be immediately available.

(3) First aid procedures and emergency evacuation procedures shall be posted in each room occupied by children in this program.

(4) The program shall establish written policies regarding first aid for the care of illness or injuries, including directions for the care of poisoning, seizures, hemorrhaging, artificial respiration, and choking.

(5) Programs shall provide and use a separate area to isolate from the group any child having or suspected of having a communicable disease or any illness. Toilet and lavatory facilities shall be located within or near the area.

(6) The program shall have available to the staff a health record of each child enrolled in the program, including a record of allergies and chronic health conditions.

(7) Medication, poisons, and other harmful chemicals shall be securely locked in a cabinet or closet.

(8) No service provider shall administer any medication to a child except as permitted by state and local law and pursuant to express written authorization by the child's parent or guardian.

(e) Nutrition requirements shall be as follows:

(1) All programs shall provide meals and snacks that meet the dietary needs of each child as based on the current National Research Council Recommended Daily Dietary Allowances (NRC/RDA) according to each child's age, the length of the child's daily program attendance, and meals served at home.

(2) Children shall be served meals and snacks according to their hours of attendance and the weekly menus shall be posted.

(3) Breakfast shall be offered to children who are in attendance a substantial amount of time before school begins.

(4) Meal and snack assembly shall be done on a sanitized surface which is not located in a rest room.

(5) Drinking water must be readily available to all children.

(f) Physical space requirements shall be as follows:

(1) The indoor play area shall consist of not less than twenty (20) square feet of usable floor space per child enrolled.

(2) The indoor and outdoor premises of the facility shall be clean, comfortable, and safe, as follows:

(A) The facility shall be protected against rodents and insects.

(B) The outdoor space shall:

(i) be fenced;

(ii) have natural barriers; or

(iii) have other protective conditions; to deter children from getting into unsafe conditions.

(C) There shall be no open drainage ditches, wells, or holes into which children may fall.

(D) Drainage shall be adequate to prevent stagnant pools of water from accumulating.

(E) Garbage and trash shall be stored in covered containers out of reach of the children and removed often enough to avoid creating a health hazard or nuisance.

(F) Open fireplaces shall not be used.

(G) All heating elements, including hot water pipes, shall be insulated or installed in a manner which makes them inaccessible to children.

(H) Furniture, equipment, and toys shall be sturdily constructed, without sharp edges, and present only minimal risks to children.

(I) Lead based paint shall not be used on surfaces accessible to children.

(J) Pets, animals, and fowl shall be maintained in a safe and sanitary manner at all times.

(g) Each school age child care program shall provide program activities that are appropriate to the various age levels of the children to be served and that meet the developmental needs of each child.

(h) When a school age child care program transports children, the program is responsible for the safety of those children. The school age child care program shall do the following:

(1) Require a current operator's license as required by law for each vehicle driver.

(2) Secure written authorization from a parent or guardian to transport the child.

(3) Load and unload at the curb or on the side of the street on which the home, facility, or other destination is located.

(4) Use only vehicles which meet the following requirements:

(A) The vehicle shall be enclosed.

(B) The vehicle shall be provided with locking doors.

(C) The vehicle seats shall be attached to the floor.

(D) The vehicle shall be maintained in good condition and meet safety standards set by the Indiana bureau of motor vehicles.

(Division of Family and Children; 470 IAC 3-4.6-6; filed Aug 15, 1988, 1:00 p.m.: 12 IR 21; filed Dec 1, 1992, 5:00 p.m.: 16 IR 1088; readopted filed Jul 12, 2001, 1:40 p.m.: 24 IR 4235) NOTE: Transferred from the Interdepartmental Board for the Coordination of Human Service Programs (490 IAC 3-1-6) to the Division of Family and Children (470 IAC 3-4.6-6) by P.L.9-1991, SECTION 133, effective July 1, 1992.

470 IAC 3-4.6-7 Eligibility

Authority: IC 12-13-5-3; IC 12-17-12-17

Affected: IC 12-17-12

Sec. 7.

(a) Every child between five (5) and fifteen (15) years of age is eligible for school age child care. However, the service providers must do the following:

(1) Follow the standards under section 6 of this rule.

(2) Follow the service priorities which are as follows:

(A) The first priority must be given to children who are referred to a program by the local child protection service agency under IC 31-6-11 [IC 31-6 was repealed by 268-1995, SECTION 17, effective July 1, 1995.]. Children in families with the lowest gross monthly income compared to other children in this priority level must be enrolled first.

(B) The second priority must be given to children in kindergarten and grades 1 through 3 and their siblings, if their families need school age child care services because of:

(i) enrollment of a child's legal custodian in vocational training under a degree program;

(ii) employment of a child's legal custodian; or

(iii) physical or mental incapacities of a child's legal custodian.

Children in families with the lowest gross monthly income compared to other children in this priority level must be enrolled first.

(C) The third priority must be given to children in grades 4 through 9, if their families need school age child care services because of:

(i) enrollment of a child's legal custodian in vocational training under a degree program;

(ii) employment of a child's legal custodian; or

(iii) physical or mental incapacities of a child's legal custodian.

Children in families with the lowest gross monthly income compared to other children in this priority level must be enrolled first.

(D) The fourth priority must be given to children in families who do not meet the criteria set forth in clauses (A) through (C), but who have a gross income below one hundred percent (100%) of poverty.

(3) Follow the sliding fee schedule under section 4 of this rule.

(b) Service providers must obtain a declaration of the following:

(1) Family income.

(2) At least one (1) of the following:

(A) Referral of child by a local child protection service agency.

(B) Employment of child's legal custodian.

(C) Enrollment of child's legal custodian in vocational training under a degree program.

(D) The physical or mental incapacity of the child's legal custodian.

(3) The child's age, who must be between five (5) and fifteen (15) years of age.

(c) The poverty guidelines issued by the federal Office of Management and Budget shall be used to determine the poverty level to be used in the computation of the sliding fee.

(d) The fee required to be paid by each family will be based on gross income received in the thirty (30) day period prior to the date of application.

(e) Family income includes the following:

(1) Money, wages, or salary.

(2) The dollar amount of AFDC grants.

(3) Social Security income, including Social Security disability, supplemental security income, and old age pensions.

(4) Interest, rents, and dividends.

(5) Net income from self-employment.

(6) Pensions and annuities.

(7) Unemployment compensation.

(8) Worker's compensation.

(9) Alimony and child support.

(10) Veteran's pensions.

(Division of Family and Children; 470 IAC 3-4.6-7; filed Aug 15, 1988, 1:00 p.m.: 12 IR 22; filed Dec 1, 1992, 5:00 p.m.: 16 IR 1090; readopted filed Jul 12, 2001, 1:40 p.m.: 24 IR 4235) NOTE: Transferred from the Interdepartmental Board for the Coordination of Human Service Programs (490 IAC 3-1-7) to the Division of Family and Children (470 IAC 3-4.6-7) by P.L.9-1991, SECTION 133, effective July 1, 1992.

470 IAC 3-4.6-8 Eligibility appeal process

Authority: IC 12-13-5-3; IC 12-17-12-17

Affected: IC 4-21.5-1; IC 12-17-12

Sec. 8.

(a) An individual who has been denied services may appeal that action to the board after attempting to resolve the problem with the local service provider.

(b) The request for a hearing must be submitted in writing and signed by the appellant. This request must be received by the board within thirty (30) days of the appellant's notification that services are denied.

(c) The board shall hold the hearing within thirty (30) days after receipt of the request for a hearing.

(d) The hearing shall be conducted in accordance with the Indiana Administrative Adjudication Act, IC 4-21.5-1.

(e) The board shall notify the appellant and the local service provider by certified mail of the appeal decision within ten (10) days after the hearing.

(Division of Family and Children; 470 IAC 3-4.6-8; filed Aug 15, 1988, 1:00 p.m.: 12 IR 23; readopted filed Jul 12, 2001, 1:40 p.m.: 24 IR 4235) NOTE: Transferred from the Interdepartmental Board for the Coordination of Human Service Programs (490 IAC 3-1-8) to the Division of Family and Children (470 IAC 3-4.6-8) by P.L.9-1991, SECTION 133, effective July 1, 1992.

470 IAC 3-4.6-9 Applications of service providers

Authority: IC 12-13-5-3; IC 12-17-12-17

Affected: IC 12-17-12

Sec. 9.

(a) The interdepartmental board for the coordination of human service programs shall send out proposal packets at least yearly.

(b) All proposals which are completed by potential service providers and returned to the interdepartmental board shall be evaluated using the following criteria:

(1) cost-effectiveness of the program plan;

(2) whether the goals and objectives are realistic in relationship to the program design, staff, and budget;

(3) adherence to the school age child care service definitions;

(4) adherence to specific requirements of IC 20-5-61 and 490 IAC 3 [this article];

(5) administrative capability of the service provider to comply with the terms of the contract;

(6) the need for the program in the proposed service area as compared to the quantity of providers elsewhere in the state;

(7) other relevant criteria as deemed necessary by the board.

(Division of Family and Children; 470 IAC 3-4.6-9; filed Aug 15, 1988, 1:00 p.m.: 12 IR 23; readopted filed Jul 12, 2001, 1:40 p.m.: 24 IR 4235) NOTE: Transferred from the Interdepartmental Board for the Coordination of Human Service Programs (490 IAC 3-1-9) to the Division of Family and Children (470 IAC 3-4.6-9) by P.L.9-1991, SECTION 133, effective July 1, 1992.

GRANT AGREEMENT

This Grant Agreement, entered into by and between _____ (the "State") and _____ (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement

The purpose of this Grant Agreement is to enable the State to award a grant of _____ Dollars and _____ Cents (\$XXX,XXX.XX) to the Grantee for eligible costs of the project (the "Project") or services as described in Exhibits A and B of this Grant Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in Indiana Code X-X-X establishing the authority to make this Grant, as well as any rules adopted thereunder.

2. Term

This Grant Agreement shall be effective for a period of _____. It shall commence on _____ and shall remain in effect through _____.

3. Design and Implementation of Project

Should this Grant provide for the development of a special project, rather than routine services to the community, the Grantee shall be solely responsible for the proper design and implementation of the Project as described in Exhibit A, attached hereto and incorporated fully herein. The Grantee agrees to complete the Project in accordance with the plans and specifications contained in its application which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Monitoring Reviews by the State

The State may conduct an on-site monitoring review of the Project. Such monitoring review will document the following:

- A. Whether Project activities are consistent with those set forth in Exhibit A, the grant applications, and the terms and conditions of the Grant Agreement.
- B. A complete, detailed analysis of actual state, local and/or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Exhibit B, attached hereto and incorporated herein.
- C. A detailed listing of all Project costs by project budget line item which are accrued yet unpaid, if any.
- D. A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports.

5. Payment of Grant Funds by the State

The payment of this Grant by the State to the Grantee shall be made in accordance with the following schedule and conditions:

- A. This Grant must be fully executed.
- B. All the evidentiary materials required by Exhibit C, attached hereto and incorporated herein, must be submitted to and approved by the State.
- C. Any other grant conditions as specified in Exhibit C must be met to the State's satisfaction.
- D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- E. Unless authorized by statute and previously agreed, all payments will be made in arrears only upon presentation of approved and signed State of Indiana Claim Vouchers. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items as set forth in Exhibit B.

If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.

- F. The Grantee shall submit to the State written progress reports until the completion of the project. These reports shall be submitted on a [weekly/monthly/quarterly] basis. These reports must detail progress made toward the completion of the project described in Exhibit A.
- G. If this Grant Agreement is terminated by either party prior to the Expiration Date set forth in Paragraph ____ of this Grant, pursuant to Paragraph ____ of the Grant, the State may promptly conduct an on-site monitoring of the project and complete a project monitoring report as described in Paragraph ____ of this Grant.
- H. Failure to complete the Project and expend state, local and/or private funds in accordance with this Grant Agreement may be considered a material breach and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include

repayment of all state funds expended that are not in the scope of this Project or the Budget.

- I. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

6. Audits and Maintenance of Records

Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

7. Project Budget and Budget Modification

The approved Project Budget is set forth as Exhibit B of this Grant Agreement. The Grantee shall not spend more than the amount for each line item, as described in the Budget, without the prior written consent of a duly authorized representative of the State, nor shall the Project costs funded by this Grant Agreement and those funded by the local and/or private share be amended without the prior written consent of the State.

8. Statutory Authority of Grantee

The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any court of competent jurisdiction.

9. Use of Grant Funds by Grantee

The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose.

10. Conflict of Interest

- A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Grant;

2. An individual who has an interest of three percent (3%) or more of Grantee, if Grantee is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

- B. The Department may cancel this Grant Agreement without recourse by Grantee if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B above if the Grantee gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of State employees. The Department may take action, including cancellation of this Grant Agreement consistent with an opinion of the Commission obtained under this section.
- D. Grantee has an affirmative obligation under this Grant Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Grantee knows or reasonably could know.

11. Drug-Free Workplace Certification

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee has been convicted of a criminal drug violation occurring in Grantee's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all grants with and grants from the State of Indiana in excess of \$25,000.00. No award of a grant shall be made, and no grant, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by

the Grantee and made a part of the Grant or agreement as part of the Grant documents.

The Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Compliance with Laws

a. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.

b. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [<<<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/). If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

c. The Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

d. The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.

e. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

f. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

g. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of

the contract and grounds for immediate termination of the Agreement and denial of further work with the State.

h. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

i. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

j. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

14. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Grantee and its Sub-Grantees shall not discriminate against any employee or applicant for employment in the performance of this Grant Agreement. The Grantee shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Grant Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Grantee understands that the State is a recipient of federal funds. Pursuant to that understanding, the Grantee and its subcontractors, if any, agree that if the Grantee employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Grantee shall comply with

Section 202 or Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

15. Order of Precedence

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) This Grant Agreement, (2) Attachments prepared by the State, (3) Attachments prepared by Grantee; (4) Invitation to Apply for Grant; and (5) the Grant Application.

16. Renewal

This Grant Agreement may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed Grant Agreement may not be longer than the term of the original Grant.

17. Termination for Convenience

This Grant Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

18. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses in any way except for the following paragraphs:

19. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the

Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

The rest of this page is left blank intentionally.

SAMPLE

In Witness Whereof, Grantee and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the Grant do by their respective signatures dated below hereby agree to the terms thereof.

Grantee:

(Where Applicable)

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested By: _____

State of Indiana Agency:

By: _____
Printed Name: _____
Title: _____
Date: _____

Department of Administration

Earl A. Goode
Commissioner
Date: _____

State Budget Agency

Approved as to Form & Legality:
Office of the Attorney General

Charles E. Schalliol
Director
Date: _____

Stephen Carter
Attorney General
Date: _____

EDS AND GRANT CHECK LIST

Before you send your Grant through the signature approval process, check your Grant against the following list. If all items are completed, your Grant should not encounter any problems during the approval process.

EDS Checklist

	Document properly titled.
	Agency EDS number is complete. Agency automated purchasing system (APS) number – LAST digit from fiscal year – the number assigned by the agency or division. EX: A24-4-48
	Account number/account name from agency fiscal officer.
	Total amount of this EDS action = new contract total.
	New total amount for each fiscal year: when added together should = new contract total.
	FROM/TO: FULL dates so time can be calculated.
	Name of State Agency/Division/Subdivision. Initials are okay.
	Address: the address the grant should be returned to.
	Must list authorizing statute in Box 36.
	Method of Source Selection Marked
	MUST have the Taxpayer Identification Number of the Grantee to enter the data into the system.
	Description of work: one to two sentences describing the scope of work.
	Items requested in box #37 and 38 MUST be provided.
	Approval of agency fiscal officer, verifying that funds are available.
	Dollars match throughout EDS, Grant and all attachments.
	Dates clearly stated (beginning/end) and match throughout EDS, Grant and all attachments are within the limits (4 years).
	If your grant is being placed in the signature cycle more than 30 days after the agreement has started, enter an explanation as to why in box #39.
	All names are consistent throughout the EDS, Grant and all attachments.
	EDS COMPLETE AND INCLUDED WITH GRANT AS FACE SHEET

Grant Checklist

	Verified that this agreement is properly a Grant and not a Contract.
	Grantee used for all clauses in place of Contractor
	Terms spelled out, consistent, do not conflict with federal or state law, etc.
	All contract documents are paginated and in order.
	Attachments/exhibits are attached following the signature page. All exhibits/attachments are labeled in accordance with the references made in the grant. No exhibits/attachments have been included that were not referenced within the grant.
	IDOA EITHER RECOMMENDS OR REQUIRES THESE BOILER PLATE CLAUSES
	Conflict of Interest Statement MUST HAVE
	Drug-free workplace Certification MUST HAVE
	Funding Cancellation MUST HAVE
	Non-Collusion Statement MUST HAVE
	Non-Discrimination Clause MUST HAVE
	Purpose of Agreement MUST HAVE
	Design and Implementation of Project or description of services to be performed VERY IMPORTANT
	Monitoring Report by the State VERY IMPORTANT
	Payment of Grant Funds by the State VERY IMPORTANT
	Project Budget and Budget Modification VERY IMPORTANT
	Statutory Authority of Grantee VERY IMPORTANT
	Use of Funds by Grantee VERY IMPORTANT
	Force Majeure; Suspension and Termination of Contract IMPORTANT
	Governing Laws MUST HAVE
	Indemnity (Hold-Harmless Clause; State does not hold other party harmless) Notice that the State will not indemnify the Grantee MUST HAVE Requirement that the Grantee Indemnify the State IMPORTANT
	Notice IMPORTANT
	Progress Reports / Access to Records VERY USEFUL
	Renewal Option (no more than a total of 4 years) VERY USEFUL
	SIGNATURE PAGE: Grantee and State Agency
	SIGNATURE PAGE: Earl A. Goode, Commissioner, Indiana Department of Administration
	SIGNATURE PAGE: Charles E. Schalliol, Director, State Budget Agency
	SIGNATURE PAGE: Stephen Carter, Attorney General of Indiana

	GRANT COMPLETE WITH ALL NEEDED SIGNATURES
--	--

SAMPLE

Amendment Development

Amendment Boilerplate

Reminders:

The Amendment Boilerplate should be used when you wish to alter the terms and/or conditions of an original contract/grant. If your agency wishes to modify the terms of the original contract/grant and renew the contract/grant for an additional term, both of these things can be done within an amendment. Be sure to consecutively number your amendments.

1. Please include an Executive Document Summary as the face sheet of your Amendment.
2. Amendments MUST be numbered.
3. The original contract/grant being modified, and any amendment(s) previously executed, MUST be attached to the amendment document.
4. Please provide a justification as to why the original contract/grant must be amended. For example, why was the additional work being requested not in the original contract/grant? Is the work covered under the amendment in line with the work described in the original contract/grant?
5. If you are amending the dollar amount of the original contract/grant, please explain the need for the increase/decrease and any deviation from the original rate of compensation.
6. The amendment signature page must duplicate the signature page of the original contract/grant.

Amendment #_____

This is an amendment to the contract/grant entered into by and between _____ (the "State") and _____ (the "Contractor" / "Grantee") dated _____.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

List all changes being made to the original contract/grant here.

If the amount of the original contract/grant is affected by the changes, the new consideration amount must be indicated.

Total amount of this action is \$_____. Total remuneration of this contract/grant is hereby increased/decreased to a new total not to exceed \$_____.

All other matters previously agreed to and set forth in the original agreement and not affected by this amendment shall remain in full force and effect.

You MUST have this clause in your Amendment. THIS IS THE FINAL CLAUSE BEFORE THE SIGNATURE PAGE.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor/Grantee and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract/grant do by their respective signatures dated below hereby agree to the terms thereof.

Contractor/Grantee:

(Where Applicable)

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested By: _____

State of Indiana Agency:

By: _____
Printed Name: _____
Title: _____
Date: _____

**Information Technology Oversight
Commission**

By: _____
Printed Name: _____
Title: _____
Date: _____

Department of Administration

Earl A. Goode
Commissioner
Date: _____

State Budget Agency

Charles E. Schalliol
Director
Date: _ Date: _

**Approved as to Form & Legality:
Office of the Attorney General**

Stephen Carter
Attorney General

FSSA PROVIDER DATA FORM

This form, with the applicable W9 Form, must be submitted to the FSSA Program Area and forwarded to FSSA Contract Management **PRIOR** to the preparation of **ANY** contract. Allow Contract Management 7 days to verify and enter

FSSA Program Name:			Submitted on:		
Provider Contact Person:			Telephone:	()	
Fax Number:			E-mail Address:		
Provider's Legal Name:					
Provider's d/b/a Name: (doing business as)					
Provider's FID/EIN/SSN:	NOTE: SSN may only be used if the legal name above is an individual's name.				
Provider's Legal Status:					
	Individual/Sole Proprietor				
	Corporation	Indicate:	__For-Profit	__Nonprofit	
	Government	Indicate:	__Federal	__State	__County __City __Town __Township __Other
	Limited Liability Company				
	Partnership	Is it a LLP?	__Yes	__No	
		List all partners:			
	School Corp.	Indicate list # as assigned by the Dept. of Education	#		

Director/Manager:	Name:			Title:		
Office/Street Address: (Main Location)	Street:			County:		
	City:		State:		Zip Code:	—
	Confidential Address?	Yes	or	No	Internet Address:	
	Phone#:	()			Phone#:	()
	Fax#:	()			Toll-Free#:	()

Mailing Address:	Street/POB:		
	City:	State:	Zip Code: —

Claims Payment A Address Street:		
<small>This address is where checks will be mailed. EVERYONE MUST attach a W9 Form reflecting this address regardless of legal status.</small>	City:	State:
	Zip Code:	—

How frequently do you wish to claim for reimbursement?	___ Monthly - 12 claims	___ Semi-Monthly - 24 claims
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Term of Contract Requested:	
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County(ies) for which funding is requested.	Circle all that apply.
01 Adams	13 Crawford
02 Allen	14 Daviess
03 Bartholomew	15 Dearborn
04 Benton	16 Decatur
05 Blackford	17 Dekalb
06 Boone	18 Delaware
07 Brown	19 Dubois
08 Carroll	20 Elkhart
09 Cass	21 Fayette
10 Clark	22 Floyd
11 Clay	23 Fountain
12 Clinton	24 Franklin
25 Fulton	26 Gibson
27 Grant	28 Greene
29 Hamilton	30 Hancock
31 Harrison	32 Hendricks
33 Henry	34 Howard
35 Huntington	36 Jackson
37 Jasper	38 Jay
39 Jefferson	40 Jennings
41 Johnson	42 Knox
43 Kosciusko	44 LaGrange
45 Lake	46 LaPorte
47 Lawrence	48 Madison
49 Marion	50 Marshall
51 Martin	52 Miami
53 Monroe	54 Montgomery
55 Morgan	56 Newton
57 Noble	58 Ohio
59 Orange	60 Owen
61 Parke	62 Perry
63 Pike	64 Porter
65 Posey	66 Pulaski
67 Putnam	68 Randolph
69 Ripley	70 Rush
71 St. Joseph	72 Scott
73 Shelby	74 Spencer
75 Starke	76 Steuben
77 Sullivan	78 Switzerland
79 Tippecanoe	80 Tipton
81 Union	82 Vanderburgh
83 Vermillion	84 Vigo
85 Wabash	___ Statewide
86 Warren	
87 Warrick	
88 Washington	
89 Wayne	
90 Wells	
91 White	
92 Whitley	

Is this a female-owned business?	__Yes	__No		
Is this a minority-owned* business?	__Yes	__No	___ %	Is there minority participation**? __Yes __No ___ %
<small>*If minority ownership amounts to 51% or more of the company, answer "yes" and enter 100%.</small>				<small>**If not minority-owned, enter % of minority participation.</small>

Name/Title of persons authorized to sign legal documents and contracts.	
1.	4.
2.	5.
3.	6.

☐ Add Deposit ☐ Change Deposit ☐ Stop Deposit

State Form 47551 (2/96)

Approved by State Board of Accounts 09/1997



STATE OF INDIANA AUTOMATED DIRECT DEPOSIT AUTHORIZATION AGREEMENT

Instructions:

1. Requestor will complete first section and have their bank/credit union complete Section 2.
2. The bank/credit union will complete Section 2 and return to the requestor.
3. Requestor will file completed form with Auditor of State, 200 West Washington St., Room 240, Indianapolis, IN 46204-2728
4. Requestor and depository should retain a copy. Additional blank copies are available from Auditor of State. Phone: (317) 232-3300

SECTION 1: REQUEST AND AUTHORIZATION

Vendor / Claimant as shown on the account

Federal I.D. Number / Social Security Number

Address (Number and Street, and/or P.O. Box No.)

City, State, and Zip Code (00000-0000)

requests, pursuant to IC 4-8.1-2-7(d), to receive payment(s) by means of an electronic transfer of funds, and authorizes the same under the terms stated herein.

It is understood by the undersigned Vendor/Claimant that, if approved, the Auditor of State may authorize the Treasurer of State to: (1) initiate credit (deposits) in various and varying amounts, by electronic transfer of funds through automated clearing house (ACH) processes, to the below listed checking (*demand*) or savings account designated in the depository named below, and, (2) *if necessary*, to initiate debit entries or adjustments **solely to correct any credit error resulting from a deposit/credit entry that was made under this authorization**. The Vendor/Claimant may revoke or cancel this request and authorization by notifying the Auditor of State in writing at least fifteen (15) days prior. **Any change** to the account or to a new financial institution will require a **new** State of Indiana Automated Direct Deposit Authorization Agreement. Failure to timely notify the Auditor of an account change will delay payment.

Name of Depository: _____

Type of Account: ☐ Checking (*Demand*) ☐ Savings

Depository Account Number: _____

Date

, 19

Signature of Vendor / Claimant

SECTION 2: DEPOSITORY'S APPROVAL

The above is satisfactory and the undersigned designated depository agrees to accept such automated deposits.

Name of Depository: _____ Phone: () _____

Address:

(Number and Street, and/or P.O. Box No.)

(City, State, and Zip Code (00000-0000))

Date

, 19

Depository's Authorized Signature

ABA Transit-Routing Number

Title

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Purpose of form: We are required to file an information return with the IRS and must get your correct taxpayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

1. Certify the TIN you are giving is correct.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a \$50 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

Specific Instructions: Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or your Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter on the trade name line. Enter your remit address on the next line, and if you have a separate address for purchase orders enter that address on the appropriate line.

Next select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(a) organization, you must answer yes or no on legal and medical services. If you are a sole proprietor you must show the business owner's name in the legal name box and the business name in the trade name box. You cannot use only the business name. For the TIN, you may use either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate Form W-8.

Taxpayer Identification Number Request

State of Indiana

W-9

DO NOT send to IRS

Print or Type	
Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN RECORDS) DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE	Return to address below
Trade Name Complete only if doing business as (D/B/A)	
Remit Address	
Purchase Order Address- Optional	
Check legal entity type and enter 9 digit taxpayer Identification Number (TIN) below: (SSN = Social Security Number, EIN = Employer Identification Number)	SSN or EIN must be for legal name above.
<input type="checkbox"/> Individual (Individual's SSN) _____	
<input type="checkbox"/> Sole Proprietorship (Owner's SSN or Business EIN) SSN _____ EIN _____	
<input type="checkbox"/> Partnership <input type="checkbox"/> General <input type="checkbox"/> Limited (Partnership's EIN) _____	
<input type="checkbox"/> Estate / Trust (Legal Entity's EIN) _____ Note: Show the name and number of the legal trust, or estate, not personal representatives.	
<input type="checkbox"/> Other (Limited Liability Company, Joint Venture, Club, etc) (Entity's EIN) _____	
<input type="checkbox"/> Corporation Do you provide legal or medical services? <input type="checkbox"/> Yes <input type="checkbox"/> no (Corp's EIN) _____	
<input type="checkbox"/> Government (or Government operated entity) (Entity's EIN) _____	
<input type="checkbox"/> Organization Exempt from Tax under Section 501(a) (Org's EIN) _____ Do you provide medical services? <input type="checkbox"/> Yes <input type="checkbox"/> no	
<input type="checkbox"/> Check here if you do not have a SSN or EIN but have applied for one.	

Under penalties of perjury, I certify that:

(1) The number listed on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me) AND

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, and acquisition or abandonment of secured property, contribution to an individual retirement arrangement (IRA), and payments other than interest and dividends.)

CERTIFICATION INSTRUCTIONS -You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

I am a U.S. person (including a U.S. resident alien).

NAME (Print or Type)	TITLE
AUTHORIZED SIGNATURE	DATE PHONE
Agency	Agency use only 1099
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Approved by:

PROGRAM NARRATIVE

1. Is program provided by:

_____ School (attach appropriate documentation)

_____ Designated Latch-key Provider for a public school system (attach appropriate documentation)

_____ Not-for-Profit Organization (attach copy of 501C3)

2. Is your program:

_____ Licensed as a child care center (attach copy of license for each location)

_____ Exempt for licensing (attach copy of CCDF Provider Eligibility Inspection Form or commitment statement indicating willingness to comply by July 1, 2006 and clearly identify each location)

3. Briefly list all services provided by your organization. (For program provided in multiple locations, clearly identify each location.)

4. Please list the ages of children served by your organization. (For program provided in multiple locations, clearly identify each location.)

5. Please provide documentation indicating your school-age program serves at least 50% of school-age children at or below 190% of poverty. (For program provided in multiple locations, clearly identify each location.)

_____ The public school which serves this location is a Title 1 school. (Provide letter from school indicating Title 1 status.)

_____ 50% or more of the children attending the public school which serves this location are participating in the Free or Reduced Lunch Program. (Provide school data printout from the following website:
http://doe.state.in.us/food/pdg/school_data05.pdf

_____ Census data for this location indicates families living in the same census tract have a Median Family Income of less than 80%. (Provide census information printout from the following website:
www.ffiec.gov/geocode/default.htm.

Use the following steps to obtain the information:

- (1) Enter address of location
- (2) Click Search
- (3) Get Census Demographic

(4) Identify Median Family Income

(5) Complete screen print of demographic information

6. Please indicate your established school-age capacity. (For program provided in multiple locations, clearly identify each location.)
7. Please indicate the established number of school age staff needed to provide care when the program is at full capacity. (For program provided in multiple locations, clearly identify each location.)
8. Please provide the room size(s) for school-age use as well as the usable square footage for this space. (For program provided in multiple locations, clearly identify each location.)
9. Does your facility offer an appropriate outdoor play space for school age children?

____ Yes, with a protective barrier (i.e. fence)

____ Yes, with natural boundaries

____ No
10. Please indicate the length of time your organization has been providing school-age care. (Must be greater than 1 year to be eligible for this grant.)
11. Describe fully the school-age activities your program offers. (For program provided in multiple locations, clearly identify each location.)
12. Describe how these programs meet the development needs of school-age children.
13. Describe a staff training plan, which may or may not utilize these grant funds, including 12 hours of in-service of which 50% is from an outside source. This training must be developmentally appropriate for children ages 5 to 15 and presented by a qualified trainer formally education in the area of study.

STAFF BUDGET SHEET

Number of Positions	Job Title	Require Age	Required Qualifications	Budgeted Expense
1	Program Director			
			TOTAL BUDGETED EXPENSE	
			Requested Grant Funds (May not exceed 50% of Total)	
			Cash Match	
			In-Kind Match	

STAFF DEVELOPMENT BUDGET SHEET

1) Description of the training:

2) Name of trainer:

3) Trainer qualifications:

4) Length of training:

5) Training objective:

Line Item	Budgeted Amount
Trainer Fees	
Trainer	
Travel at .40 a mile	
Lodging	
Materials	
Other, specify	
Other, specify	
Budget Total	
Requested Grant Funds	
Cash Match	
In-Kind Match	

EQUIPMENT BUDGET SHEET

(Attach one sheet for each Equipment Purchase)

1. Describe each piece of equipment (attach picture if available):
2. This equipment is appropriate for children ages _____ to _____
3. Describe how equipment will be used to meet the development needs of school age children.
4. Describe where this equipment will be located, including ground surfacing (if applicable).
5. Indicate the equipment anticipated life-span.
6. Describe your maintenance plan for assuring this equipment remains in safe repair.

Name of Equipment:	
Equipment Cost	
Requested Grant Funds (May not exceed \$499 for a single item)	
Cash match	
In-Kind Match	

PROGRAM ENRICHMENT BUDGET SHEET

1. Describe the program enrichment activity and how this program will meet the developmental needs of the children.

2. Describe the staff qualifications relevant to this activity.

3. Is this enrichment program a:

 _____ New program

 _____ Existing program

4. Will there be an additional cost to families if their child(ren) decides to participate in the enrichment program?

 _____ No

 _____ Yes, indicate cost per child _____

5. How many school-age children will be able to participate in this program? _____

 This represents _____% of the total anticipated enrollment of school age children

Line Item	Budgeted Amount
Instructor fees (reimbursement may not exceed 50%)	
Instructor (not program staff)	
Consumables (list)	
Other, specify	
Other, specify	
Budget Total	
Requested Grant Funds	
Cash Match	
In-Kind Match	

GRANT SUMMARY BUDGET

Category	Total Item Cost	Cash Match	In-Kind Match	Requested Grant Funds	Approved Amount (Internal Use Only)
Staff					
Staff Development					
Equipment					
Program Enrichment					
TOTALS					

STAFF QUALIFICATIONS

[illegible]